



CITY OF NEWARK

220 South Main Street · Newark, Delaware 19711
302.366.7000 · www.newarkde.gov

BIDDER_____

BID SECURITY_____

CITY OF NEWARK
DELAWARE

CONTRACT NO. 20-01

MUNICIPAL PARKING LOT #1 EXPANSION

Notice

Do not disassemble. Return intact with
properly completed forms or bid may be rejected.

CITY OF NEWARK
DELAWARE

CONTRACT NO. 20-01
MUNICIPAL PARKING LOT #1 EXPANSION

NOTICE OF LETTING

Sealed bids for Contract No. 20-01—Municipal Parking Lot #1 Expansion—will be received by the City of Newark Purchasing Office (220 South Main Street; Newark, DE 19711) until 2:00 p.m., prevailing time, on Tuesday, April 14, 2020. Sealed bids will be publicly opened and recorded in the Council Chamber shortly thereafter.

Any request for information related to this contract or the bidding process should be directed to Assistant to the City Manager Jeff Martindale at (302) 366-7000 x2005 or jmartindale@newark.de.us. For information about the technical aspects of this project, please contact Deputy Director of Public Works & Water Resources Ethan Robinson at (302) 366-7000 x2108 or erobinson@newark.de.us.

Please submit all requests for information in bulk (e.g., in a Word document attached to an email) by 5:00 p.m. on Wednesday, April 8, 2020. Any answers City staff deems appropriate will then be distributed via an addendum to the contract.

Copies of this contract may be obtained from the City's website at www.newarkde.gov/bids.

CITY OF NEWARK
DELAWARE

CONTRACT NO. 20-01
MUNICIPAL PARKING LOT #1 EXPANSION

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CITY OF NEWARK
DELAWARE

CONTRACT NO. 20-01
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GENERAL PROVISIONS

1. BIDS

Each bid shall be submitted on the proposal form included herein. The proposal and all other required documents must be submitted in a sealed envelope clearly identified with the bidder's name and marked, "City of Newark - Contract No. 20-01, MUNICIPAL PARKING LOT #1 EXPANSION," and will be received in the Purchasing Office (220 South Main Street; Newark, Delaware 19711) until 2p.m., prevailing time, Tuesday, April 14, 2020. Each bid so submitted shall constitute an irrevocable offer for a period of sixty (60) days following the bid opening date.

2. TAXES

The bid price shall not include federal or state taxes. If applicable, the bidder shall furnish the City with the necessary tax exemption forms in triplicate upon submission of the invoice.

3. BID SECURITY

Each bid must be accompanied by a certified check, cashier's check or bid bond in the amount of five percent (5%) of the proposed bid price, payable to the City of Newark. Failure to provide the required bid security may be grounds for rejection of the bid. If a bid bond is submitted, the attached "Bond to Accompany Proposal" form must be completed and issued by a surety licensed to operate in the State of Delaware.

If the successful bidder fails or refuses to execute and deliver the contract and performance bond within fourteen (14) calendar days after receiving notice of award of the contract, the successful bidder shall forfeit to the City for such failure or refusal the security deposited with the bid. Any certified check or cashier's check submitted as bid security shall be returned to all unsuccessful bidders sixty (60) calendar days after the bid opening date.

4. AWARDS

The City Manager will review each of the bids submitted and make a recommendation to the City Council on the disposition of the bids. The City Council reserves the right to accept or reject any or all bids or parts of bids as they may determine and to waive any irregularities or defects where the best interest of the City would be served.

5. CONTRACT SURETY BOND

The successful bidder shall provide the City with a Contract Surety Bond in the full amount of the contract guaranteeing faithful performance of the contract. Such bond shall be provided to the City with the executed contract within fourteen (14) calendar days after receiving notice of award of the contract. Upon receipt of the contract surety bond, the City will return any certified check or cashier's check submitted as bid security by the successful bidder.

6. UNIT PRICES

In the event of a conflict or error in extension from unit price to total amount, the unit prices shall prevail and shall be considered the correct bid figures. Bidders are cautioned to thoroughly review their bid figures for errors prior to submitting their proposal.

7. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Contractor shall commence work on a date to be specified by the City in a written "Notice to Proceed" and to fully complete all work under this contract in 90 days and no later than August 14, 2020. Liquidated damages of five hundred ninety-five dollars (\$500.00) per day may be assessed to the Contractor by the City for each day the contract is extended beyond the completion date. Liquidated damages are not to be construed as a penalty in any sense.

8. LIST OF SUBCONTRACTORS' CERTIFICATION

Each bidder shall execute and submit with every bid, when applicable, a list of subcontractors, including complete names and addresses, who services the bidder intends to use in performing any and all work under the contract. Bids submitted without such a list, or with a list not completely or properly executed, are subject to rejection.

Each bidder is required to notify all subcontractors that they are obligated to comply with the provisions of Federal, State, and City law as they pertain to this project, and that they must submit evidence of such compliance upon notice or request. The bidder shall certify

compliance with this requirement on the list of subcontractors.

After the contract has been awarded, the successful bidder shall not substitute a subcontractor for another subcontractor whose name was set forth on the subcontractor list which accompanied his bid, without the written consent of the City.

9. COMPENSATION AND LIABILITY INSURANCE

Except as otherwise provided by law, the Contractor shall at all times maintain and keep in force such insurance as will protect him from claims under Worker's Compensation Acts, and also such insurance as will protect him and the owner from any such claims for damages for personal injuries, including death, which may arise from operations under this contract, whether such operations be by the Contractor or by any Subcontractor or anyone directly or indirectly employed by any of them.

The Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

\$2,000,000 Each Occurrence Limit
\$2,000,000 Personal & Advertising Injury Limit
\$3,000,000 Annual Aggregate Limit
\$3,000,000 Products-Completed Operations Limit
\$1,000,000 Business Auto Liability Limit
\$5,000,000 Commercial Umbrella Limit

The Contractor, The City of Newark (Owner) and all other parties required of the Contractor shall be included as insured on the CGL, using Additional Insured Endorsements providing coverage as broad as the coverage provided for the named insured Subcontractor.

Subcontractors approved in association with the hiring of a Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

\$1,000,000 Each Occurrence Limit
\$1,000,000 Personal & Advertising Injury Limit
\$2,000,000 Annual Aggregate Limit
\$2,000,000 Products-Completed Operations Limit
\$1,000,000 Business Auto Liability Limit
\$3,000,000 Commercial Umbrella Limit

All Contractors shall provide Contractors Pollution Liability with limits not less than:

Each Claim or Occurrence	\$3,000,000
Annual Aggregate	\$3,000,000

The Contractors Pollution Liability policy shall include coverage for Emergency Response Costs, Contingent Transportation, Non-Owned Disposal Sites, and Natural Resource Damage. If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for thirty (30) days following completion of the insured's services. In the alternative, the Contractors Pollution Liability policy shall be renewed for not less than thirty days following completion. The policy retroactive date shall be no later than the effective date of the Agreement.

A copy of the Certificate of Insurance must accompany each bid. The Prime Contractor's attention should be directed to other sections of the contract documents in the event additional insurance is required based on the scope of work.

10. MATERIAL APPROVAL & DELIVERY

The contractor shall receive approval in writing from the applicable department before ordering any material for work to be done under this contract. Unless otherwise specified, the delivery address shall be:

F.O.B. City of Newark Warehouse
406 Phillips Avenue
Newark, Delaware 19711

The successful bidder shall include the type and serial number of all equipment on invoices and packing slips.

11. INSPECTIONS

All equipment shall be subject to final inspection. If, in any way, an item fails to meet the terms of the contract, it may be rejected or liquidated damages charges made. The decision of the City will be final and any rejected items or material will have to be replaced at the expense of the bidder.

12. INTENT OF SPECIFICATIONS

It shall be the bidder's responsibility to furnish the equipment specifically indicated in these specifications and such other as may be required.

13. REGULATIONS AND EXCEPTIONS

Any and all exceptions which are taken to the specifications shall be noted on the Proposal form. The listing of an exception may be grounds for rejection. All equipment must meet all applicable federal or state regulations.

The application of lead paint as defined in Title 16, Chapter 30M of State Code and Chapter 7 of City Code as part of this contract is prohibited. The contractor will be subject to fines as outlined in State and City Code if it is determined that lead paint was applied in violation of State and City code.

Safety Data Sheet information for all paints applied to internal or external structures shall be provided to the City for review and approval prior to application. The contractor will be required to remove and remediate any lead paint to the satisfaction of the City, at no cost to the City. Prior to commencing removal and remediation efforts, the contractor shall provide a written remedial action plan which includes health safety protection requirements for both employees and the public for review and approval by the City and/or DNREC/DHSS. Any and all sample results that are generated as a result of improper application of lead paint shall be provided to the City within 5 working days of being received by the contractor. The contractor will also be required to replace all paint removed with non-lead paint to the satisfaction of the City, and at no cost to the City.

Failure to adequately remove, remediate, and replace lead paint applied in violation of State and City Code as outlined herein will be considered a breach of contract.

14. STANDARDS AND MANUFACTURER'S WARRANTY

No material, supplies, or equipment to be installed as part of the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which any interest therein or in any part thereof is retained by the seller or supplier. The contractor shall warrant good title to all material, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together by him to the City free from any claims, liens or charges. Neither the contractor nor any person, firm or corporation furnishing any material or labor covered by this contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the contractor for their protection or any right under any law permitting such persons to look to funds due the contractor in the hands of the City. The provisions of this paragraph shall be inserted in all the subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

All equipment will be unused in all component parts and will be the latest current production including all accessories. The specifications will be construed as the minimum required. When the manufacturer's standards exceed these, the standard units will be furnished. All material will be free of defects. Manufacturer's standard warranties shall apply.

15. WORKMANSHIP

Workmanship shall conform to the best current manufacturing practice followed for equipment of the type. Component parts and units will be manufactured to definite standard dimensions, with proper fits and clearances.

16. GUARANTEE

The contractor hereby guarantees all of the work for a period of one (1) year after the date of completion and final acceptance thereof by the City as follows:

- a. Against all faulty or imperfect materials and against all imperfect, careless, and/or unskilled workmanship.
- b. The contractor agrees to replace with proper workmanship and materials, and to re-execute, correct or repair without cost to the City, any work which may be found to be improper or imperfect and/or which fails to perform as specified.
- c. The guarantee obligations assumed by the contractor under these contract documents shall not be held or taken to be in any way impaired because of the specifications, indication or approval by or on behalf of the City of any articles, materials, means, combination of things used or to be used in the construction, performance and completion of the work or any part thereof.
- d. No use or acceptance by the City of the work or any part thereof, nor any failure to use the same nor any repairs, adjustments, replacements, or corrections made by the City due to the contractor's failure to comply with any of his obligations under the contract documents, shall impair in any way the guarantee obligations assumed by the contractor under these contract documents.

17. ADVERTISEMENT

It is further agreed that any bidder/contractor submitting bids will not use the name of the City in any advertisement without first obtaining the written consent of the City Manager.

18. EEO AND LICENSING

The bidder shall be licensed to do business in the State of Delaware and shall be registered as a contractor in the City of Newark and possess all other required licenses. The bidder shall also be a fair and equal opportunity employer.

19. PREFERENCE FOR DELAWARE LABOR

According to State law, any person, company or corporation who violates the requirements of Title 29 Section 6962, of the Delaware Code regarding preference for Delaware Labor shall pay penalty to the State Secretary of Finance equal to the amount of compensation paid to any person in violation of this Section. This regulation is waived if it is in conflict with Federal requirements.

20. NONCOLLUSION

The bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with this contract.

21. INQUIRIES, REQUEST FOR INFORMATION DEADLINE, & ADDENDA

Any inquiry related to this contract or the bidding process should be directed to Assistant to the City Manager Jeff Martindale at (302) 366-7000 x2005 or jmartindale@newark.de.us. For information about the technical aspects of this project, please contact Deputy Director of Public Works & Water Resources Ethan Robinson at (302) 366-7000 x2108 or erobinson@newark.de.us.

Please submit all requests for information in bulk (e.g., in a Word document attached to an email) by 5:00 p.m. on Wednesday, April 8, 2020. Any answers City staff deems appropriate will then be distributed via an addendum to the contract.

Any additional changes to the contract documents shall also be made only by written addenda. Bidders shall bear the entire responsibility for being sure they have received any and all addenda. All addenda will be posted on the City website at www.newarkde.gov/bids. After the bids have been received, no claim that the bidder did not have complete information will be considered.

No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this contract, shall affect or modify any of the terms or conditions outlined herein.

22. DAMAGES FOR LATE DELIVERY

The dates for delivery of the equipment are important and may influence the award of the contract. Submitted delivery dates shall be calculated from the date of notification of award. Liquidated damages of \$25.00 per calendar day may be assessed

by the City, at its discretion, for every day that delivery is extended beyond the submitted delivery date.

23. PAYMENT

Payment shall be made within thirty (30) days from the receipt of the equipment, subject to final inspection and acceptance of the items by the City.

24. INCREASE AND/OR REDUCTION OF ESTIMATED QUANTITIES

- a. The contractor's attention is directed to the fact that the quantities indicated in this contract are approximate and may be increased or decreased by the engineer. Should there be an increase or a reduction in these quantities, these changes will in no way alter the unit prices bid by or paid to the contractor.

25. TERMINATION OF AGREEMENT

This agreement may be terminated by the City upon thirty (30) days written notice if the contractor fails to perform satisfactorily in accordance with the terms and conditions of the contract. In the event this agreement is terminated, the contractor shall be paid for services satisfactorily rendered up to the termination date.

26. INDEMNIFICATION & OWNERSHIP OF MATERIAL

The contractor shall solely be responsible and liable for the accuracy and completeness of all work performed and shall agree to indemnify, defend and hold harmless the City of Newark, its officers, agents and employees, from and against any and all claims, actions, suits and proceedings arising out of, based upon or caused by negligent acts, omissions or errors of or the infringement of any copyright of patent, by the contractor, its officers, agents, employees or subcontractors, in the performance of the contracted agreement.

All documents prepared and submitted pursuant to this RFP or contract shall be property of the City upon submittal and will be subject to staff and public review and discussion in association with our public bidding and formal proposal process. Any information or documents deemed proprietary shall be so marked at time of submittal and limited to detail where the disclosure of contents could be prejudicial to competing offerors during the process of negotiation, and any commercial or financial information of a privileged or confidential nature.

CITY OF NEWARK
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CONTRACT NO. 20-01
MUNICIPAL PARKING LOT #1 EXPANSION

SPECIAL PROVISIONS

1. SCOPE

The scope of the work involves furnishing all material, equipment, and labor to complete the reconstruction of the existing municipal lot, including but not limited to removal and installation of curb, removal and installation of sidewalk, roto milling, hot mix resurfacing, hot mix patching as necessary, curb ramp installation, and restriping the parking lot.

2. ACCOMPANYING DRAWINGS AND SPECIFICATIONS

- a. The City of Newark Standard Specifications for Road and Utility Construction and the Detail Standards, revised January 30, 2001, hereinafter referred to as the Standard Specifications, which are in their entirety a part of this contract, may be viewed and downloaded from the City website, free of charge, under Public Works Department, Standard Books.
- b. In case of any conflict with the General Provisions or any section of the Standard Specifications, these Special Provisions shall govern. It should be noted that the Standard Specifications are written in their standard form and portions of them may be inapplicable to the work covered under this contract. The applicability or inapplicability of the Standard Specifications shall be determined solely by the City.

3. INTENT OF PLANS AND SPECIFICATIONS

- a. The plans which accompany the specifications, if any, are herein designated contract plans are for the purpose of illustrating the general character and extent of the work and are subject to such modifications as may be found necessary or advisable, either before or during the execution of the work, and the contractor shall conform to and abide by whatever supplementary plans and explanations which may be furnished by the City of Newark for the purpose of illustrating the work in more detail.
- b. All work that may be called for in the specifications and not shown on the plans, or shown on the plans and not called for in the specifications shall be executed and furnished by the contractor as if described in both ways. Should any incidental work or material be required which is not denoted in the specifications or plans, either

directly or indirectly, but which is nevertheless necessary for the proper carrying out of the intent thereof, the contractor is to understand the same to be implied as required and shall perform all such work and furnish all such material as fully as if they were particularly delineated or described.

4. EXAMINATION OF SITE, DRAWINGS, ETC.

- a. Before submitting proposals, bidders shall inform themselves fully of the nature of the work by a personal examination of the site, the drawings and project manual, and by such other means as they may prefer to consider necessary, as to matters, conditions and considerations bearing or in any way affecting the preparation of their proposals and the contract. They shall not, at any time after submission of the proposal, dispute the accuracy of such drawings or the specifications and the general conditions nor assert that there is any misunderstanding in regard to the location, extent or nature of the work to be performed.
- b. The general contractor and each subcontractor will be required to furnish all labor and material of his own kind shown, indicated or implied reasonably by all drawings and/or the specifications, unless specifically noted otherwise. For his interest, each subcontractor should examine all drawings carefully and all parts of the specifications as well as those which refer primarily to his own branch or branches of the work.

5. STARTING DATE AND SEQUENCE OF CONSTRUCTION

The contractor shall commence work on a date to be specified by the City in a written "Notice to Proceed" and to fully complete all work in thirty (30) calendar days from the date to proceed and no later than July 1, 2020. Contractor agrees to pay \$295.00 as liquidated damages for each consecutive calendar day the contract is extended beyond said completion date.

6. SUPERVISION OF WORK

The contractor shall generally supervise the work and shall secure full cooperation of all subcontractors, if any, to complete the work with a minimum of interference with the operating personnel of the City of Newark.

7. WORKING FORCE

- a. The contractor shall, at all times, enforce strict discipline and good order among his employees, and will not employ on the job any unfit person or anyone not skilled in the work assigned to him.
- b. The contractor shall employ only such foremen, superintendents and workmen as are careful and competent, and the City of Newark may demand the dismissal of any person employed by the contractor who shall be guilty of misconduct or who neglects or refuses to comply with the directions given, and such person shall not again be employed at the site of this contract without express written consent of the City. Failure of the contractor to comply with these provisions shall be sufficient reason for the City of Newark to withhold all estimated payments which are or may become due, or its representatives may suspend the work until compliance with such orders is affected.

8. INSPECTION OF MATERIAL AND WORK

- a. Workmanship shall be of good quality and all work and material shall be at all times subject to the inspection of the City of Newark or their duly authorized representatives. The contractor shall provide reasonable and necessary facilities for such inspection. If required by the City of Newark, the contractor shall take down or uncover portions of the finished work.
- b. The contractor agrees that in case any of the material or work, or both, shall be rejected as defective or unsuitable by the engineer, the material shall be replaced and the work shall be done again immediately to the satisfaction and approval of the engineer at the cost and expense of the contractor. Should the work thus exposed prove satisfactory, the cost of exposing and restoring same shall be at the expense of the City of Newark, but if it should prove to be unsatisfactory, all costs shall be at the expense of the contractor.
- c. Any omission or failure on the part of the City of Newark or its inspectors to disapprove or reject any defective work or materials shall not be construed to be acceptance of any defective work or material.
- d. Should the engineer not consider the defect of sufficient importance to require the contractor to replace any imperfect work or materials, the engineer shall have the power to make an equitable deduction from the stipulated price.

9. WORKING HOURS

- a. Working hours for the contract will be limited to 7.5 hours, 8:00 a.m. to 4:00 p.m., unless otherwise authorized by the engineer, and it is not contemplated that the contractor will work on Saturdays, Sundays or holidays.
- b. In case of emergency, or in case the contractor desires to work on Saturdays, Sundays, or holidays, or hours in excess of 7.5 on any one working day, the contractor shall request permission of the engineer to do so. If, in the opinion of the engineer, the reason for working is bona fide, permission will be granted to the contractor to work such hours as may be necessary. Also, if in the opinion of the engineer, a bona fide emergency exists, he may direct the contractor to work such hours as may be necessary, whether the contractor requests permission to do so or not.
- c. In the event that the contractor works in excess of 7.5 hours per day, or Saturdays, Sundays, or holidays, the contractor shall be required to pay for inspection or engineering services performed during these times. Payments for these additional services shall be made by a reduction in the monthly estimate paid the contractor for the period covered by the current estimate.
- d. Activities that do not require inspection may take place outside the 7.5 hour window without reimbursement for inspection if approved by the inspector.

10. PROTECTION TO PUBLIC AND PROPERTY

- a. The contractor shall ensure protective measures to the general public and to occupants of property along and adjacent to the work.
- b. The contractor shall be strictly responsible for any and all damage or injury of every kind and description which directly or indirectly may be done to any property or sustained by any persons during the execution of the work.
- c. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, the contractor shall restore at his own expense such property to a condition similar or equal to that existing before such damage or injury was done by repairing, rebuilding or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

11. SAFETY PRECAUTIONS

- a. The contractor shall execute this contract with the utmost concern for the safety of the general public. All areas worked upon and subject to travel by the public shall be identified with the proper warning indicators and signs during the working period. Upon completion of the contract or when such areas are reopened to public travel, they shall be rendered in a safe condition using either temporary or permanent repair material as the case may be. No private driveway shall be blocked or closed without the property owner or resident being notified prior to construction.
- b. Streets and roads used by the contractor for storage of material or for access to and from the work site shall be protected from damage in excess of that caused by the normal traffic of vehicles used for or in connection with construction work. Any such damage done shall be repaired immediately and left in good condition at the end of the construction period and shall be repaired at the contractor's expense.
- c. The Contractor shall maintain spill response equipment appropriate for the types and quantities of fluids and/or materials that may be subject to spillage during the project on-site at all times. All discharges to the storm drainage system or surface waters are strictly prohibited. In the event that a spill reaches the storm drainage system and/or surface waters, the Contractor shall notify the Public Works and Water Resources Department immediately at 302-366-7000. The Contractor will also be responsible for spill response and cleanup at no cost to the owner. If the Contractor fails to respond to and clean up a spill to the satisfaction of the owner, the owner will perform clean up and bill the Contractor for 150% of the personnel time and material expenses incurred by the city as necessary for the response.

12. RIGHT-OF-WAY

All operations shall be confined to the assigned area. The City will provide no right-of-way over other properties. It shall be the contractor's responsibility to obtain permission from any neighboring property owner if the contractor finds it necessary to enter upon or use private property in any manner in the execution of the work. The contractor shall take every possible precaution to minimize the inconvenience to the owners or tenants of adjacent property. Public roadways shall not be obstructed in such a way as to cut off traffic unless authorized by the engineer. The contractor shall, at his own expense, repair any damage or injury to either public or private property during the progress of the work.

13. LINES, GRADES, ELEVATIONS, ETC

The City Surveyors will furnish the contractor with lines and grades necessary for the completion of the work on this contract.

14. EXCAVATED MATERIAL

It shall be the responsibility of the contractor to dispose of all excavated material which in the opinion of the engineer is unsatisfactory for backfill or fill. The cost of this disposal shall be borne by the contractor.

15. SALVAGEABLE MATERIAL

All salvageable items and material designated by the engineer, in addition to the excavated material covered in Special Provisions, shall be removed to City property, if directed by the engineer.

16. RESTORATION OF DISTURBED SURFACES

Upon completion of the work, all related work pertaining to lawns, shrubbery, driveways, mailboxes, and slopes which have been disturbed shall be restored to their original condition, including topsoiling and seeding at the contractor's expense. Topsoil and seeding shall conform to Item 29 and 31 in the City of Newark Standard Specifications.

17. DUST CONTROL AND EROSION AND SEDIMENT CONTROL

It shall be the responsibility of the contractor to handle dust control on this project and necessary erosion and sediment control installation.

18. LOCATION OF UTILITIES

- a. It will be the responsibility of the contractor to call "Miss Utility," at #811, before any excavation work begins for marking the location of existing utilities.
- b. Any damage done to existing utility lines, services, poles and structures shall be repaired or replaced by the contractor at his own expense.

19. SANITARY PROVISIONS

The contractor shall provide and maintain in a neat and sanitary condition such sanitary conveniences and accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Department of Health or of other

bodies or tribunals having jurisdiction thereof. He shall commit no public nuisance.

20. WATER SUPPLY

The contractor shall not use City fire hydrants. The City will make arrangements for the contractor to obtain the water required for this contract from the Phillips Ave. Maintenance Complex.

21. SUPERVISION OF THE ENGINEER

The work is to be carried out under the supervision of the engineer and to his entire satisfaction. The work and materials shall be strictly of the best quality of the kinds specified herein, and should any work or materials other than those specified or shown be introduced into the construction of the work, the engineer, or his authorized agent, shall have full power to reject them and they shall be removed from the premises within three (3) days by the contractor after being notified to do so.

22. AUTHORITY OF THE ENGINEER

The engineer shall in all cases, determine the amount of quantity, quality and acceptability of the work and materials which are to be paid for under this contract; shall decide all questions in relation to said work and performance thereof; and shall, in all cases, decide questions which may arise relative to the fulfillment of the contract or to the obligations of the contractor thereunder.

23. CLEANING UP

- a. The contractor shall at his own expense, keep the sites of his operations clean during construction and remove all rubbish as it accumulates.
- b. Upon failure of the contractor to keep the site of his operations clean to the satisfaction of the engineer, the City may upon twenty-four (24) hours' notice to the contractor, remove any rubbish, materials, earth, etc., which the engineer may deem necessary, charging the cost thereof to the contractor and may deduct the amount from any monies that may be due him.

24. MAINTENANCE OF TRAFFIC

- a. The contractor must provide for the maintenance of traffic. The road, while undergoing improvements, shall be kept open to all traffic by the contractor unless otherwise directed by the City. The contractor shall keep the portion of the road being used by public traffic in such condition that traffic will be adequately accommodated. He shall also provide and maintain in a safe condition temporary roadways and approaches to crossings, intersections, roads, streets, businesses, parking lots, residences, garages, etc.
- b. So far as practicable, materials stored upon the roadway shall be placed so as to cause as little obstruction to the traveling public as possible. Fire hydrants on or adjacent to the roadway shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within 15 feet of any such hydrant. The contractor shall not disturb the surface of an existing road farther in advance of the new construction than can be completed in a reasonable length of time as determined by the engineer. The contractor shall provide and maintain properly illuminated signs and barricades for the information, protection, and safety of the traveling public, conforming to DelDOT's Manual on Uniform Traffic Controls for Streets and Highway Construction. (MUTCD)

25. EXISTING TRAFFIC SIGNS

The contractor shall be responsible for removal and reinstallation of all signs in the work area. The contractor and the inspector shall inventory all traffic signs on all areas subject to improvements. Signs necessary for the safe movement of traffic shall be maintained in operation during construction. Any other signs shall be properly stored by the contractor, who shall be responsible for loss or damage. The contractor and inspector shall, again, inventory traffic signs when all work on the contract is complete and account for any loss or damage.

CITY OF NEWARK
DELAWARE

CONTRACT NO. 20-01
MUNICIPAL PARKING LOT #1 EXPANSION

TECHNICAL SPECIFICATIONS

1. HOT-MIX, HOT-LAID BITUMINOUS CONCRETE PAVEMENT FOR OVERLAY AND BASE RECONSTRUCTION

a. This work shall conform to the specifications outlined in Item 39 of the Standard Specifications and the following:

i. Bituminous concrete base course shall meet the requirements of the Delaware State Highway Department, Type "B", 160 Gyration, PG 64-22.

ii. Bituminous concrete wearing course shall meet the requirements of the Delaware State Highway Department, Type "C", 160 Gyration, PG 64-22.

b. Gradation Requirements:

<u>SIEVE SIZE</u>	<u>TYPE "B" BINDER</u> <u>PERCENT PASSING</u>	<u>TYPE "C" TOP</u> <u>PERCENT PASSING</u>
1-1/4"	100	---
1"	95 - 100	---
3/4"	75 - 95	---
1/2"	50 - 80	100
3/8"	45 - 70	85 - 100
#4	30 - 50	50 - 75
#8	22 - 38	33 - 59
#30	9 - 23	14 - 32
#50	6 - 18	7 - 26
#200	3 - 10	3 - 10
A.C. %	3.5 - 5.5	4.5 - 6.5
Temperature	275° - 325°F	275° - 325°F

c. The hot-mix bituminous concrete base course Type "B" shall be placed on the designated areas to the depth specified in the contract in accordance with Item 39 of the Standard Specifications, including a tack coat of all edge and existing asphalt surfaces.

d. The hot-mix bituminous concrete Type "C" wearing course shall be placed over the

hot mix base course on reconstructed lot to the depth specified in the contract in accordance with Item 39 of the Standard Specifications, including a fog coat of CSS-1H asphalt emulsion (diluted with 50% water) applied to the base course.

- e. The hot-mix bituminous concrete Type "C" overlay for the lot shall be placed to the depth specified in the contract in accordance with Item 39 of the Standard Specifications, including a tack coat of CSS-1H asphalt emulsion (diluted with 50% water) applied to the existing asphalt surface.

2. HOT MIX PATCHES

This item consists of saw cutting old pavement to the required depth and replacing it with 2-1/2" Type "B" binder course and 1-1/2" Type "C" topping course, 3" Type "B" only on areas receiving overlay unless otherwise specified. The asphalt wearing surface shall be flush with existing pavement elevation. All patches not receiving asphalt overlay are to be sealed and made watertight. This item shall be completed in accordance with the provisions outlined in Item 39 of the Standard Specifications. Excavation will be paid under Item 2, unless otherwise specified.

3. PAVEMENT MILLING

This item consists of furnishing a pavement milling machine and milling the existing bituminous concrete pavement at the locations and to the depths shown on the plans, described in the contract documents or as directed by the engineer. The pavement milling machine shall be one with a proven record for use in milling hot mix pavements. The milled material shall be reused, salvaged, or disposed of by the contractor, unless otherwise specified. Base asphalt is to be placed within two (2) days after rotomilling any particular location unless otherwise directed by the Inspector.

4. APPLICATION OF TACK COAT FOR OVERLAY

- a. A tack coat of CSS-1H asphalt emulsion (diluted with 50% water) meeting the requirements of AASHTO 208 shall be applied on all concrete and asphalt surfaces being resurfaced with hot-mix bituminous concrete. Prior to the application of the tack coat, the surfaces shall be dry and broomed clean. The tack coat shall be applied at the rate specified in the DelDOT Standards Subsection 401.07. The tack coat shall be applied only as far in advance of the hot mix operation as is anticipated for the current day's operation.
- b. Asphalt for this purpose shall not be a separate bid item, but shall be included in the price per ton bid for Item 39, Hot-mix, Hot-laid Bituminous Concrete.

5. CONSTRUCTION METHODS

The contractor shall plan the resurfacing operation so that by the end of each day's operation, both travel lanes shall have the same amount of longitudinal milling or resurfacing completed to avoid leaving the centerline longitudinal seam exposed overnight.

6. JOINTS

All tie-ins of hot mix to existing pavements are to be butt joints, not less than 36 inches wide, saw cut on a straight line to expose a vertical surface. The cutting, excavation, temporary ramp and other preparation of the joint shall be incidental to the milling or paving operation.

7. REPLACING CURB, GUTTER AND SIDEWALK

All curbs, gutters or sidewalks removed shall be replaced in conformance with the City of Newark Standard Specifications and Detail Standards.

8. CONCRETE

All concrete used for this contract shall be DelDOT Class B, unless otherwise specified. All concrete must be received from an approved production plant. No on-site mixtures will be permitted.

9. CURING COMPOUND

- a. The contractor is directed to use a white membrane curing compound of his choosing. However, before the start of any construction, the contractor shall submit to the engineer for approval, the specifications of said compound and his source of supply. Acceptance for continued use will be based on satisfactory field performance.
- b. As soon as possible, properly mixed curing compound shall be applied uniformly to completely cover the entire surface.

CITY OF NEWARK
DELAWARE

CONTRACT NO. 20-01
MUNICIPAL PARKING LOT #1 EXPANSION

MEASUREMENT AND PAYMENT

1. GENERAL

- a. Payment for the material furnished and work done under this contract will be made as stipulated herein for the amount of materials supplied and work done under authorization of the engineer and in accordance with actual measurements; and the contractor shall not be entitled to receive additional compensation for anything else furnished or done, except for such extra work as shall be required by a written change order issued and approved by the City.
- b. It is intended that all work shown on the contract drawings and included in the specifications is to be paid for under the items listed in the proposal form. The absence from the proposal form of bid items specifically described in the Standard Specifications or shown on the drawings shall be interpreted as meaning that the cost of such work contemplated by the contract documents shall be included in the prices bid for related items for which quantities have been established.
- c. All work shall be paid based on the methods of Measurement and Payment Provisions in the Standard Specifications except as otherwise noted herein.
- d. The item numbers referenced in this contract relate to the Construction Details outlined in the Standard Specifications.
- e. The contractor shall prepare a written monthly estimate of the total amount of work completed on the contract. For the purpose of arriving at a basis for monthly estimates, the contractor shall submit an invoice for work performed during the preceding month, with a breakdown of the unit prices for the various items included in the proposal.
- f. In accordance with Title 29, Section 6962 of the Delaware Code, the City shall retain five percent (5%) of the funds to be paid to the contractor during the contract until completion and final acceptance of all work by the City.

2. ITEM 2 & 2B - EXCAVATION

- a. Excavation will be computed by the method of average end areas and will be measured by cross sections taken at regular intervals and at breaks in grade. All excavation will be measured in its original position.
- b. Excavation will be paid for at the contract unit price per cubic yard bid, which price and payment will include the removal of all obstructions not covered under other items, excavation for backfilling around structures, the disposal of all surplus material and the preparation of the subgrade.
- c. Excavation for undercut and the removal of asphalt overlay from existing integral curb gutters will be paid under this item.

3. ITEM 2A – EROSION AND SEDIMENT CONTROL MEASURES

- a. Item shall consist of temporary or permanent control measures as shown on the plans or ordered by the Engineer. This item will be lump sum paid at the time of final stabilization and when all erosion and sediment controls are removed from the work area.

4. ITEM 2C - EXCAVATION OF EXISTING CONCRETE

Removal of existing concrete which may be encountered or removal of concrete sidewalk or curb not covered under other items, will be paid under this item. This excavation will be paid at the contract price per square yard bid, as measured on the top surface, and shall be full compensation for disposal of all surplus material, all labor, equipment and incidentals necessary to complete the work.

5. ITEM 8 - GRADED AGGREGATE BASE COURSE

- a. The quantities to be paid for shall be the number of tons of CR-1 or crusher run constructed on a prepared sub-base for undercut of parking lot base or where directed by the engineer.
- b. The number of tons of CR-1 or crusher run as determined above will be paid for at the contract unit price per ton bid for this item. The bid price shall be full compensation for furnishing, hauling, unloading, spreading, sprinkling, compacting, and for all labor, equipment, tools and incidentals necessary to complete this item as specified.

- c. Certified weight slips will be required, showing the actual weight of the material. It will be the responsibility of the inspector to obtain all weight slips at the end of each working day.

6. ITEM 26 – REMOVE AND REPLACE 4” SIDEWALK

- a. The sidewalk to be paid for under this item shall be for the number of square feet measured upon the surface of cement concrete sidewalk constructed in accordance with the specifications, complete in place and accepted by the engineer.
- b. Payment for removing and installing 4” or 6” concrete sidewalk as per plans and specifications shall be made at the unit price per square foot of sidewalk actually installed. The number of square feet paid for shall be at the unit price bid for this item which constitutes full compensation for removing old sidewalk and installing new sidewalk, furnishing and placing crusher run where unsuitable base is found, backfilling, replacing topsoil, seeding, and all equipment, labor, and incidentals necessary to complete this item.

7. ITEM 26C – INSTALL 4” CONCRETE CURB RAMPS

- a. The 4” sidewalk to be paid for under this item shall be for the number of square feet measured upon the surface of the ramp including the area receiving the detectable warning blocks. The base shall be graded so that the thickness of the concrete under the detectable blocks is 4”.
- b. Payment for removing the old sidewalk and installing new concrete ramp shall be made at the unit price per square foot of ramp actually installed. The number of square feet paid for shall be at the unit price bid for this item which constitutes full compensation for removing existing sidewalk, installing new concrete ramp, furnishing and placing crusher run where unsuitable base is found, backfilling, restoring area by grading existing ground to meet ramp (3:1 maximum slope where possible), placing topsoil, and seed, all equipment, labor, and incidentals necessary to complete this item, including placing cork expansion along adjacent concrete curb. Any sidewalk that requires replacement beyond the limits to achieve the required slope or that is beyond the 15’ maximum length from the nearest edge of the landing area will be paid under the appropriate sidewalk item.
- c. Curb replacement will be paid under Item 40.

8. ITEM 26D– INSTALL SIDEWALK DETECTABLE WARNING SYSTEM

- a. The detectable warning system to be paid for under this item shall be for the number

of square feet measured upon the surface of the installed blocks.

- b. Payment for furnishing and installing red concrete detectable warning truncated dome blocks shall be made at the unit price per square foot of warning blocks actually installed.
- c. The number of square feet paid for shall be at the unit price bid for this item which constitutes full compensation for furnishing and installing red concrete detectable warning truncated dome blocks flush with the ramp surface per specifications and providing all labor, material, tools, and incidentals necessary to complete this item, including sealing the joint between the blocks and any voids along the edges of the blocks with an approved clear sealant.

9. ITEM 27A – ADJUSTMENT OF EXISTING SINGLE CATCH BASIN CURB INLET

- a. Adjustment of existing single catch basin curb inlet shall be paid for at the contract unit price bid, which price and payment shall constitute full compensation for excavating, removing old curb inlet and repairing deteriorated portions of the structure as necessary to 3 feet below grate, for crusher run backfill, tamping, placing top soil and seed, resetting the frame and grate to proper grade, for all labor, material, equipment, tools, and incidentals necessary to complete this item.
- b. Repairs to structure below 3 feet and not more than 4.5 feet shall be paid for at 1.5 times the unit price bid for this item.

10. ITEM 39, 39A - HOT MIX HOT LAID BITUMINOUS CONCRETE PAVEMENT FOR RESURFACING AND PATCHING

- a. The bituminous concrete base course, Type "B" for reconstructed lot shall be placed on the areas specified to the depth indicated in accordance with the Standard Specifications, including tack coat of all edge surfaces and existing asphalt areas.
- b. Type "C" hot mix bituminous concrete for overlay and wearing course on reconstructed lot shall be placed on the areas specified to the depth indicated in accordance with the standard specifications including the application of tack coat of existing surface applied at the rate specified in the DelDOT Standards Subsection 401.07.
- c. The bituminous concrete base course, Type "B" shall be placed on patched areas to the depth indicated, in accordance with the standard specifications including sawing of the existing pavement before patching and tack coat of all edge surfaces. Excavation will be paid under Item 2, unless otherwise specified.

- d. The bituminous concrete top course, Type "C", shall be placed on bituminous concrete base course to a depth of 1-1/2" to complete the patch, flush with existing pavement surface, in accordance with the standard specifications. All patches to be sealed and made watertight where intersecting existing pavement.
- e. The bituminous concrete base course, Type "B", for undercut of parking lot base shall be placed to a depth of 4" or 6" as directed by the engineer. The existing base shall be test rolled after the milling operation and the inspector will identify any areas requiring undercut. Excavation will be paid under Item 2.
- f. Payment for Items 39 thru 39D shall be for the actual tonnage placed at the contract unit price per ton bid for each item, which price and payment shall be full compensation for furnishing, preparing, hauling and placing all material and for providing all labor, equipment, tools, and incidentals necessary to complete these items.
- g. The tonnage of excess hot mix, which the inspector and contractor shall estimate and mutually agree upon will not be paid for.

11. ITEMS 40 THRU 40D – REPLACEMENT OF ROLLED CURB, VERTICAL CURB OR INTEGRAL CURB

- a. These items shall consist of the replacement of rolled, vertical or integral curb made of Portland cement concrete, constructed on a sub-base in accordance with specifications and of the form, dimensions and design shown in the Standard Details. The base upon which the curb and gutter is to be set shall be compacted to a firm, even surface. All soft and unsuitable material shall be removed and replaced with suitable material. All forms shall be set true to line and grade and held rigidly in position so as to prevent leakage of mortar. They shall be either metal or acceptable planed and matched lumber, straight, free from warp and of sufficient strength to resist springing when the concrete is deposited against them. If of wood, they shall be of two-inch (2") surfaced plank; if of metal, they shall be of approved sections and shall have a flat surface on top.

If practical, the use of an approved curb machine will be permitted.

- b. Payment for removing old and installing new rolled, vertical or integral (Items 40 thru 40D), shall be for the actual number of linear feet placed. The linear measure as provided for in the specifications, Item 40, shall be paid for at the contract unit price, which price and payment shall be full compensation for removing old curb and gutter, (or excavating existing material where no curb exists), installing new curb, furnishing and placing of all materials, labor and other preparations incidental to installing this item complete, including saw cutting asphalt one (1) foot in front of

curb, placing and tamping all backfill and restoring grass areas with top soil, seed and straw matting. Backfilling shall be done immediately after the curb is complete and the forms removed. All backfill in the roadway shall be crusher run. Hot mix repair, where required by the engineer, will be paid under Item 39B or 39C.

12. ITEM 46 – PAVEMENT MILLING

Payment for this item shall be for the number of square yards per inch of depth of pavement milled as directed by the engineer. Any additional depth not approved by the engineer will not be paid. Payment shall be full compensation for furnishing an accepted pavement milling machine and operator, for removal of the milled material, for transporting equipment, for all labor, tools and equipment and incidentals necessary to complete this item, including preparation of the butt joints and placing millings as ramps at driveways, manholes and valve boxes. The milled material shall be reused, salvaged, or disposed of by the contractor.

13. ITEM 51 – SAW CUTTING

Payment for saw cutting shall be paid at the unit price per linear foot to complete this item.

14. ITEM 52 – REMOVE & RESET PARKING BUMPER BLOCKS

Payment for removing and resetting parking bumper blocks at the unit price per each to complete this item.

15. ITEM 53 – FURNISH AND INSTALL NEW PARKING BUMPER BLOCKS

Payment for furnishing and installing new parking bumper blocks at the unit price per each to complete this item.

16. ITEM 54 – FURNISH AND INSTALL NEW ADA PARKING STALL SIGNAGE

Payment for furnishing and installing new ADA parking stall signage at the unit price per each to complete this item.

17. ITEM 55 – LAYOUT AND PAINT PARKING STALLS AND FIRE LANES

Payment for layout and paint parking, ADA parking, and fire lanes using epoxy resin paint at a lump sum price to complete this item.

18. ITEM 56 – TOPSOIL AND MULCH NEW PARKING ISLANDS

Payment for topsoiling and mulching new parking islands to match existing islands using double shredded hardwood mulch at a lump sum price to complete this item.

CITY OF NEWARK
DELAWARE

CONTRACT NO. 20-01
MUNICIPAL PARKING LOT #1 EXPANSION

PROPOSAL

TO: The Mayor and City Council
 Newark, Delaware

FROM: _____

Honorable Mayor and Council:

The undersigned bidder has carefully examined the proposed work, the proposal form of contract to be known as Contract No. 20-01, along with the plans and specifications; and binds himself on award to him by the Mayor and City Council of Newark, Delaware, under this proposal to execute in accordance with such award, a contract with necessary surety bond, of which contract, this proposal and said plans and specifications shall be a part; to provide all the necessary machinery, tools, labor, and other means of construction, and to do all the work, and to furnish all the material necessary to perform and complete the said contract within the time as required by the said contract plans and specifications in accordance with the requirements of the engineer, and at the following named prices for the various items.

Bidder _____

PROPOSAL FOR MUNICIPAL PARKING LOT #1 EXPANSION

BASIC PROPOSAL

ITEM NO.	APPROX. QTY.	UNIT	ITEM DESCRIPTION	UNIT PRICE IN FIGURES	TOTAL AMOUNT
2	20	C.Y.	Excavation as per specifications		
2C	7	C.Y.	Excavation of existing concrete		
8	10	TON	Furnish and place CR-1 graded aggregate base course for undercut areas as directed by the Engineer		
26	430	S.F.	Remove and replace 4" concrete sidewalk		
26C	27	S.F.	Remove existing sidewalk and install 4" concrete sidewalk for curb ramp		
26D	10	S.F.	Furnish and install red detectable warning blocks per specifications.		
27A	4	EA	Adjustment of existing single catch basin, repair of structure to 3' below grade		
39	173	TON	Furnish and place type "B" hot mix bituminous base course		
39A	1155	TON	Furnish and place type "C" hot mix bituminous concrete for overlay		
40A	286	L.F.	Remove and replace integral curb, DelDOT Type 1-8		
40B	554	L.F.	Remove and replace integral curb, DelDOT Type 1-8		
40C	60	L.F.	Remove and replace integral curb, DelDOT Type 3-8		
40D	79	L.F.	Remove and replace vertical curb or install back of sidewalk at curb ramp where required, DelDOT Type 1-6 (6" wide) or Type 1-8 (6" wide)		
46	16,600	SY/IN	Mill existing parking lot as per		

			contract and specifications
51	500	L.F.	Saw cut curb, 4" or 6" sidewalk, where directed by the inspector
52	27	E.A.	Remove and reset concrete parking bumper
53	22	E.A.	Furnish and install new parking bumper
54	7	E.A.	Furnish and install new ADA parking stall signage
55	1	L.S.	Layout and paint parking, ADA parking, and fire lanes using epoxy resin paint
56	1	L.S.	Topsoil and mulch new parking islands to match existing

ESTIMATED TOTAL PROPOSAL \$ _____

CITY OF NEWARK
DELAWARE

CONTRACT NO. 20-01
MUNICIPAL PARKING LOT #1 EXPANSION

LISTING OF SUBCONTRACTORS - MUNICIPAL PARKING LOT #1 EXPANSION

Bidder/contractors shall fill in the following listing of subcontractors they intend to use in the performance of the contract work. No subcontractor shall be substituted for any listed below without the written consent of the City. Contractor hereby certified that he has notified all subcontractors that they are obligated to comply with the provisions of Federal or State laws as they pertain to this project and they must submit evidence of such compliance upon notice of request.

1. Name: _____

Address: _____

Type of Work: _____

2. Name: _____

Address: _____

Type of Work: _____

3. Name: _____

Address: _____

Type of Work: _____

Date: _____ Bidder/Contractor: _____

By: _____

Its legally authorized representative

Check: Corporation __; Partnership __; Individual __

Street Address: _____

Mailing Address: _____

City, State, Zip: _____

Telephone: _____

CITY OF NEWARK
DELAWARE

CONTRACT NO. 20-01
MUNICIPAL PARKING LOT #1 EXPANSION

NONCOLLUSION STATEMENT

DATE: _____

City of Newark
Newark, Delaware

Honorable Mayor and Council:

This is to certify that the undersigned bidder _____
_____ has not, either directly or indirectly entered into any
agreement, participated in any collusion, or otherwise taken any action in restraint of free
competitive bidding in connection with this proposal submitted to the City of Newark on the
_____ day of _____ 2020.

Signature of bidder: _____

By: _____
Its legally authorized representative

Sworn to and subscribed before me on this _____ day of _____ 2020.

My Commission expires _____

Notary Public

CITY OF NEWARK
DELAWARE

CONTRACT NO. 20-01
MUNICIPAL PARKING LOT #1 EXPANSION

BOND TO ACCOMPANY PROPOSAL

(Not Necessary if Certified or Cashier's Check is Used)

KNOW ALL MEN BY THESE PRESENTS THAT _____ of _____
_____ in the County of _____ and State of _____
_____ Principal, and _____ of _____
_____ as surety, legally authorized to do business in the
State of Delaware, are held and firmly bound unto the City of Newark in the sum of _____
_____ Dollars, to be paid to said City of Newark for use and benefit
of the Mayor and Council of Newark, for which payment well and truly to be made, we do bind
ourselves, our and each of our heirs, executors, administrators and successors, jointly and severally,
for and in the whole, firmly by these presents. Sealed with our seals, dated the _____ day of _____
_____ in the year of our Lord, two thousand and twenty (2020).

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the above bound principal _____
_____ who has submitted to said City of Newark, a certain proposal to
enter into a certain Contract No. 20-01, MUNICIPAL PARKING LOT #1 EXPANSION, shall be
awarded said Contract, and if said _____ shall
well and truly enter into and execute said contract and furnish therewith such surety bond or
bonds as may be required by the terms of said contract and approved by said City of Newark,
said contract, and said bond to be entered into within fourteen (14) days after the date of official

notice of award thereof in accordance with the terms of said proposal, then this obligation to be void, otherwise shall remain in full force and virtue.

SIGNED AND SEALED IN
THE PRESENCE OF
WITNESS:

SIGNED: _____(SEAL)

BY: _____(SEAL)

SIGNED: _____(SEAL)

BY: _____(SEAL)